

**THE UNITED STATES DISTRICT COURT
for the
Western District of North Carolina**

Civil Action No.

YOLO CAPITAL, INC.,

Plaintiff,

v.

LOUIS J. NORMAND, JR.,
Individually, LOUIS J. NORMAND,
JR., TRUSTEE OF AMERICAN
SUCESS IRREVOCABLE TRUST,
TRUCK CAPITAL, LLC, COAST
MANAGEMENT SYSTEMS, LLC,
GLOBAL TRANSPORTATION
REINSURANCE CO., LTD.,

Defendants.

COMPLAINT

Plaintiff Yolo Capital, Inc., by and through its undersigned counsel,
complains of Defendants as follows:

Parties, Jurisdiction and Venue

1. Plaintiff Yolo Capital, Inc. (“Yolo”) is a corporation organized and existing under the laws of the State of Nevada, with its principal place of business in Buncombe County, North Carolina.

2. Defendant Louis J. Normand, Jr. (“Normand”) is a citizen and resident of the State of Louisiana, residing in Mandeville, Louisiana.
3. Defendant Louis J. Normand is sued individually and as Trustee of American Success Irrevocable Trust (“ASIT”), a statutory trust established under the laws of the State of Florida for the purpose of holding assets for the benefit of Normand’s four children, Matthew L. Normand, Amanda K. Normand, Thomas C. Normand and Anna Kate Normand (collectively the “Normand Children”). Upon information and belief, Matthew L. Normand resides in the State of Mississippi; Amanda K. Normand resides in the State of Louisiana; Thomas C. Normand resides in the State of Louisiana; and Anna Kate Normand resides in the State of Florida. At all times relevant hereto, Normand has served as the sole Trustee of ASIT.
4. Defendant Truck Capital, LLC (“Truck Capital”) is a limited liability company organized and existing under the laws of the State of Mississippi, with its principal place of business located at 9140 Canal Road, Gulfport, Mississippi.
5. Defendant Coast Management Systems, LLC (“Coast Management”) is a limited liability company organized and existing under the laws of the State of Mississippi, with its principal place of business located at 9140 Canal Road, Gulfport, Mississippi.

6. Defendant Global Transportation Reinsurance Co., Ltd. (“Global”) is a company organized and existing under the laws of the Turks and Caicos Islands, with its principal place of business located at 9140 Canal Road, Gulfport, Mississippi.
7. There is complete diversity of citizenship between the Plaintiff and the Defendants. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs. This Court has subject-matter jurisdiction of this action by virtue of diversity of citizenship and amount in controversy pursuant to 28 U.S.C. sec. 1332.
8. Venue is proper in this district, where a substantial part of the events giving rise to Plaintiff’s claims arose, pursuant to 28 U.S.C. sec. 1391(b).

Factual Allegations and Claims

9. Normand is an entrepreneur who has formed and managed various corporate entities to operate a truck leasing and lending business.
10. National Truck Funding, LLC (“National Truck”) is a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business located at 9140 Canal Road, Gulfport, Mississippi. Plaintiff is not seeking any recovery from National Truck in this action.

11. American Truck Group, LLC (“American Truck”) is a limited liability company organized and existing under the laws of the State of Nevada, with its principal place of business located at 9140 Canal Road, Gulfport, Mississippi. Plaintiff is not seeking any recovery from American Truck in this action.
12. On or about December 31, 2015, National Truck executed as maker a Promissory Note payable to Plaintiff in the original principal amount of Ten Million and No/100 Dollars, a true copy of which is attached as Exhibit A. Normand executed the Promissory Note as Manager of National Truck.
13. The Promissory Note had a maturity date of December 31, 2020 and provided for monthly installments of interest only at a fixed rate of 17% per annum commencing on January 31, 2016.
14. On or about December 31, 2015, National Truck, Plaintiff, Normand, ASIT, American Truck, Truck Capital, Coast Management and Global executed a Note Agreement, a true copy of which is attached as Exhibit B. The Promissory Note was delivered to Plaintiff within the State of North Carolina pursuant to the terms and conditions of the Note Agreement.
15. Plaintiff executed the Note Agreement within the State of North Carolina, and expected National Truck to perform its obligations under the Promissory

Note and the Note Agreement by making payments to Plaintiff in the State of North Carolina.

16. On or about December 31, 2015, each of ASIT, American Truck, Truck Capital, Coast Management, Global and Normand executed a Guaranty Agreement, a true copy of which is attached as Exhibit C. Normand signed the Guaranty Agreement individually, as trustee of ASIT and as CEO of American Truck, Truck Capital, Coast Management and Global. The Guaranty Agreement was executed simultaneously with the Promissory Note and the Note Agreement, and was executed as part of the transaction that created the guaranteed debt.
17. The Guaranty Agreement constitutes a guaranty of primary payment and primary performance and not simply a guaranty of collection.
18. By signing the Guaranty Agreement, each of ASIT, American Truck, Truck Capital, Coast Management, Global and Normand agreed to guarantee the full and faithful performance of National Truck under the Note Agreement.
19. Following its execution of the Promissory Note and the Note Agreement, National Truck made numerous payments on the Promissory Note to Plaintiff within the State of North Carolina, but then stopped making payments that were due.

20. National Truck failed to make the interest payment due under the Promissory Note on or about May 31, 2017, which constituted an event of default under the Note Agreement.
21. National Truck has defaulted upon its obligations under the Promissory Note and the Note Agreement by failing to make payment when due thereunder.
22. National Truck has made no payment on the outstanding principal balance of the Promissory Note.
23. On or about June 25, 2017, National Truck filed a bankruptcy petition with the U.S. Bankruptcy Court for the Southern District of Mississippi under Chapter 11 of the United States Bankruptcy Code.
24. The voluntary filing of a bankruptcy petition by National Truck constituted an event of default under the Note Agreement.
25. On or about June 25, 2017, American Truck filed a bankruptcy petition with the U.S. Bankruptcy Court for the Southern District of Mississippi under Chapter 11 of the United States Bankruptcy Code.
26. Due to the automatic stay in effect in each of the above-referenced bankruptcy proceedings, Plaintiff is unable to proceed in this action with any claim against National Truck or American Truck.
27. After the Promissory Note was past due and owing, Plaintiff has notified each of the Defendants of his or its obligation to make payment under the

Guaranty Agreement and demanded payment from the Defendants. Plaintiff has received no payment from the Defendants pursuant to the Guaranty Agreement.

28. Each of the Defendants has materially breached the Guaranty Agreement by failing to make payment of the amounts due to Plaintiff.

29. Due to Defendants' material breach of the Guaranty Agreement, Plaintiff is entitled to recover judgment of the Defendants, jointly and severally, for all amounts due under the Promissory Note and the Note Agreement, including the principal balance of \$10,000,000, plus interest thereon at 17% per annum from the date of National Truck's default under the Promissory Note until paid, and Plaintiff's reasonable attorney's fees and expenses incurred in connection with collection upon the Guaranty Agreement.

WHEREFORE, Plaintiff respectfully prays for the following relief:

- (a) That Plaintiff have and recover Judgment of Defendants, jointly and severally, for damages in the amount of \$10,000,000.00, plus interest thereon at 17% per annum from the date of National Truck's default under the Promissory Note until paid and Plaintiff's reasonable attorney's fees and expenses incurred in connection with collection upon the Guaranty Agreement;
- (b) That Plaintiff have a trial by jury;

- (c) That the costs of this action be taxed to Defendants; and
- (d) That this Court grant Plaintiff such further relief as the Court may deem just and proper.

This the 11th day of July, 2017.

/s/ Joseph P. McGuire
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